Technology Issues: A Survey of Negotiations

An Appendix to the report of the AFT Higher Education Program and Policy Council's Task Force on Technology and Higher Education,

Teaming Up With Technology: How Unions Can Harness the Technology Revolution on Campus.

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Higher education collective bargaining in the United States on issues related to the new information technology is in its initial phase. Most references are to distance learning, intellectual property, the impact of technology on the bargaining unit's work, and joint committees to study the issues. Many contracts are silent on the issue of technology. Others have clauses pertaining to telecourse instruction, but no mention of two-way interactive modes of instruction (audio and video), even though that mode of distance learning is under way at the institution the contract covers. Most faculty unions have not negotiated for access to technology for bargaining unit members, whether it be computers, software, or networks. There is clearly a lot of collective bargaining territory that must be explored in the immediate future if bargaining unit members are to be properly represented. What we present here is a survey of some of the most notable results of negotiations on the relatively limited range of issues that appear in current contracts.

I. DISTANCE LEARNING

Comprehensive Language/Side Letters Cook County Colleges Teachers Union (AFT), Alaska Community College Federation of Teachers, Association of Pennsylvania State College and University Faculty.

The most familiar form of distance learning assisted by technology in higher education has been the telecourse. One of the earliest and most complete contractual treatments of the subject was negotiated by the Cook County College Teachers Union in the early 1970s, replicated a few years later by the Alaska Community College Federation of Teachers. The agreement covers workload, compensation, re-use of the course, release for use outside the City Colleges, and the specific work of supporting TV instruction. **Appendix B.3 of the CCCTU agreement, "Compensation for TV College, Studio Teaching, and Supporting TV Instruction," appears at the end of this report.**

One of the most comprehensive treatments of distance learning in the era of the new information technology is found in two special Memoranda of Agreement letters negotiated recently by the Association of Pennsylvania State College and University Faculty (APSCUF) on two of the fourteen campuses in its bargaining unit--Bloomsburg University and Mansfield University. The Bloomsburg letter refers to "long distance education which involves teaching students by technological link-ups." Modes of instruction include "instruction utilizing satellites, fiber optics transmission, full-motion video, cable TV, microwave transmission, auditgraphics/computer, and videotapes." The purposes are to "enrich and to increase the availability of curriculum offerings" and to make clear that the use of "such technology will be voluntary and shall NOT be used to reduce, eliminate, or consolidate FACULTY positions within the SSHE"(State System of Higher Education). The agreement is unique in its granting control of eligibility to the department for distance learning credit courses to fulfill degree requirements in a major. There is no restriction on credit for non-degree students. And there are limits on the total amount of credits that can be earned.

- c. Full and/or part-time Bloomsburg University degree students may receive credit for telecourses to fulfill degree requirements in the general education or free elective area as long as they are approved by the department in which they are majoring. In no case will more than twelve (12) credits apply. For graduate students the number of credits will be determined by the academic department.
- A distance learning course "that does not have a comparable campus-based lecture course . . . must be approved through the curricular process and local Meet & Discuss."

The Mansfield letter concentrates more on compensation, requirements for "technical support," and evaluation.

- B. TECHNICAL SUPPORT Administration will provide thorough technical support that includes pre-broadcast set-up and test and availability of immediate response to calls for emergency assistance when equipment fails.
- Administration will provide support as requested at each remote site for proctoring, technical assistance or other assistance as mutually agreeable to the Provost and the professor.
- Courses originating on the institution's main campus and sent to other sites require that the instructor receive regular compensation plus "\$50 for each additional site and \$100 per student at a remote site." The added compensation cannot exceed \$4,500. There is additional coverage of continuing education courses and courses taught only to students at remote sites (no on campus class).

Faculty Control, Protecting the Integrity of the Curriculum Herkimer County Community College (AFT).

A recent Memorandum of Understanding negotiated by the AFT local at Herkimer County Community College in New York also covers more subjects than workload and remuneration. The agreement prohibits the *reception* at Herkimer County Community College of any distance learning course *transmitted* by another institution if such a course is "currently being taught and/or listed in the College catalog." This provision protecting the integrity of the college's curriculum and the instructional work of its faculty is the only one of its kind, as far as a review of the AFT Higher Education Department's contract collection has determined.

The transmission of distance learning instruction is defined as "live and interactive. No taped sessions will be delivered without the prior consent of the faculty member teaching the course." The memorandum also stipulates:

• The teaching responsibilities as it relates to papers, exams or assignments will be no different than what is currently expected in traditional college classrooms.

- Students who wish to confer with the HCCC teacher must meet with him/her on campus during usual office hours. If the HCCC teacher voluntarily travels to a receiving school, he or she will receive travel reimbursement per mile at the usual college rate.
- Participation by HCCC faculty in Distance Learning either as part of the regular teaching load, or as extra service will be voluntary. The decision by a faculty member not to participate will not be used in any evaluative manner.
- Class size (including students at all sites) shall not exceed 35 students during the first year.
- The teacher shall be paid for two contact hours at the extra service rate for his/her rank for the extra preparation time he or she teaches such a course.
 Extra prep time will be re-evaluated at mid-year and end-year to determine if an increase is warranted.

The issue of colleges receiving courses from other locations will probably become much more sensitive in the next few years as interpenetration of institutional student "markets" becomes more significant. In Illinois, for example, institutions--four-year, two-year, public and private-- are organized in consortia that develop distance learning courses that may be transmitted from one college to others. In some instances, such a course will replace a course that may have been taught on the receiving institution's campus in the usual, not virtual, classroom. If the transmitting and receiving is reciprocal and balanced in terms of quantity, then the exchange is rationalized and an individual bargaining unit's work is protected. Such a balance will have to be negotiated and monitored, however. It is not likely to materialize out of managerial concern for faculty workload--not when part-time faculty are available and large numbers are unorganizable due to eligibility restrictions imposed by Illinois law and related legal decisions.

Anticipating Future Developments, Developing Distance Course Western Michigan University (AAUP).

The familiar education jurisdictions--state and region, in state or out of state, two-year and four-year, public and private--will be affected by increased distance learning instruction that traverses state and regional, even international, borders. Mind Extension University (Jones Intercable) stands ready with its cohort of 30 four-year and two-year institutions to extend individual courses and degree programs into any region of the United States, most of it by tape and cable telecourses at present. But with the inevitable increase in technological agility of distance learning transmission, wired and wireless, students will find their distance learning choices increased by MEU and other providers. The contract at Western Michigan University anticipates such technological developments in its definition of "Televised or Electronically-Purveyed Instruction:"

• 30.1 Electronically-purveyed instruction is defined as a course in which instruction occurs by live television, by cable or direct signal, "coded transmission" by telephone lines, fiber optic lines, and/or exists on video tapes, film, laser disk in direct or interactive format.

The Western Michigan contract is quite detailed, consuming five pages. It establishes the instructor's responsibilities and compensation, specifying that initial course development "may be spread over a year" before the course is offered. It also establishes that instructors maintain control over the courses they develop. The instructor's responsibilities include:

- Participation in planning meetings with Media Services to adapt lesson plans to electronically-purveyed instruction; and to become familiar with the Office of Telecourse Programs to develop study guides, teaching aids, and other course materials;
- Selection of textbooks and support materials, and assistance in clearing copyrights; and
- Attendance at no more than three sessions on television presentational techniques.
- The course preparation fee is "\$2,000 plus fringes." It is paid to the instructor who prepares and teaches the course "or to the sponsoring department to provide reassigned time equal to the credit hours of the electronically-purveyed course." The "Presentation" is expected to be "live" and "in a television classroom with a regularly-scheduled class in attendance." The instructor is responsible for "acknowledging simultaneous presentation to off-campus students via television, and recognition of their presence in the 'audience' through planned involvement."
- The "presentation fee" for teaching the course includes the normal compensation for the on-campus course in addition to the "compensation equivalent to the percredit rate for (a) a continuing education overload course; and (b) a one-time payment of a \$200 production fee pro-rated for courses of less than three (3) hours of the instructor's time to meet with the media staff before and after each electronically-purveyed class session and for the added complexity of television teaching."
- The instructor who creates or teaches the course that is videotaped must be "given first consideration to administer the re-broadcast of this course" and be compensated in accordance with the arrangement described above, i.e., one-time payment of \$200 plus continuing education overload rate. If the instructor declines, the sponsoring department may "recruit another instructor with appropriate expertise to administer the course." However, the instructor who originated the course will still receive a "royalty of ten percent (10%) of the total

tuition received from all students based on the continuing education tuition rate, but not to include course fees." The original instructor may also judge the "continued use of an electronically-purveyed course to be detrimental to his/her professional reputation" and request the course be reviewed for "either substantial revision or removal from circulation." Videotapes become the property of the university for at least three years; after that if it chooses not to retain the tapes, they are "offered to the instructor who created them without charge."

Compensation and Workload Credit: Various Agreements.

This area has received the broadest range of contract coverage. Some examples:

- 1. Compensation for the delivery of courses offered via technology shall be at the appropriate course load factor. Class size shall not exceed 150 percent of the official capacity when taught by the traditional format. (*Edmonds Community College Federation of Teachers.*)
- **2.** c. The loading formula for Telecourse Instructors will be as follows: one (1) lecture hour equivalency for each group of seventy (70) students. English Composition shall be loaded at one-half this ratio.
 - (1) Telecourse Instructors, who are assigned as part of their regular teaching load, will administer examinations, present review sessions, prepare prescriptive feedback and complete other duties in lieu of the office hour requirement as spelled out in Section 1 of this Article.
 - (2) Telecourse Instructors on overload assignment will be paid at the overload rate for each hour of participation in review sessions, the administration of examinations, and any other required duties which cannot be fulfilled during designated carrel hours. (Coast Federation of Educators.)
- **3.** An off-campus course or a course taught via radio or television shall be defined as any credit course normally offered as part of the college curriculum but which is taught at a location other than the college campus, or by radio or television. An off-campus course, or a radio or television course may be considered as part of the regular course load of the faculty member.

Should an off-campus course or a radio or television course fail to develop after assignment, as part of a regular schedule, the faculty member shall have three (3) regular semesters to teach an extra course or courses in order to make up the deficit. (Nassau Community College Federation of Teachers.)

- 4. Faculty who agree to teach a telecourse may accept the telecourse assignment as an overload if their teaching load for the term in question exceeds fifteen (15) hours, or if their annual teaching load exceeds thirty (30) credit hours. However, the administration reserves the right to assign a telecourse to an instructor if that instructor's semester load falls below fifteen (15) credit hours or below thirty (30) for the academic year (in this context only, the academic year shall mean the fall and spring course available that the instructor is qualified to teach). (State Community College and AFT Local 3912.)
- **5.** Distance Learning: For the purposes of this contract, distance learning courses refer to the use of interactive television for educational programming delivered to several geographic locations that provides for immediate interaction between faculty and student.
 - 1. A faculty member teaching a course utilizing distance learning technology may select from the following options:
 - a. The course may be taught as part of regular load.
 - b. The course may be contracted as voluntary overload.
 - 2. Sessions will be taped for the purpose of student review or system failure. The tape will be available on a non-circulating basis for appropriate student uses for two weeks after the class session. At the discretion of the faculty member, the tape may then be destroyed or may be kept by the faculty member.
 - 3. The maximum class sizes for courses offered as distance learning shall be the same as those in the Master Course Table. The course maximum equals the total of all students enrolled at all sites. The procedure for accepting students over the maximum class size shall be the same as that provided in Section 4.19 of the contract.
 - 6. Expanded student access, not high enrollment concerns, shall drive distance learning course selection/scheduling. (*Elgin Community College Faculty Association/AFT.*)
- 6. H. Class sizes for audio-tutorial and telecourses shall be the same as for comparable traditional classroom courses, e.g., if a traditional SOC 101 class has a maximum of 38 students, the SOC 101 telecourse shall also have a maximum class size of 38 students. (South Suburban College Faculty Association/AFT.)
- **7.** O. Independent Study, TV Courses, Arranged Courses, Correspondence Courses, Independent Study Contracts, Experiential Learning.

O. 1 The College agrees to pay the instructor responsible for teaching these types of courses at a rate of \$92.05 per student for a five credit hour course up to a maximum of fifteen students (\$92.05 was arrived at by dividing the current part-time rate by fifteen.) If there are fifteen students, or more, in a class, compensation will be at the current part-time rate. The class size for these type of courses will be a maximum of twenty-five students. (**Pierce College Federation of Teachers.**)

II. ACCESS TO TECHNOLOGY

University of San Francisco Faculty Association (AFT), San Diego Community College (AFT), Dutchess County Community College(NEA).

In a review of more than 100 contracts we have discovered these to be the only ones mentioning bargaining unit members' access to technology:

• Computer Center. This is a facility offering computer services without charge to Association members for use in connection with research and computer-related coursework. Recipients of grant funds for research involving computer usage are charged. Others may use the Computer Center's facilities by special arrangement. If Association members do not wish to do their own programming, they can obtain programming services through the Manager of User Services or from other sources; the Association member or department will be charged for this service. (University of San Francisco Faculty Association/AFT.)

The AFT Local at San Diego Community College has negotiated the provision of "necessary support services and equipment to faculty," which include a "computer with word processing and printing capabilities." The contract in place at Dutchess Community College in New York provides \$350 annually to each represented "educator" as a reimbursement for costs of "conferences, professional books, journals, subscriptions, and computer hardware/computer software of a job related nature."

III. INTELLECTUAL PROPERTY RIGHTS

Belleville Area College Employees Union (AFT), University Teachers Union, Montana (AFT) and University Education Association, Duluth (NEA).

The **Belleville Area College Employees Union/AFT** has negotiated a comprehensive definition of what is "copyrightable," with appropriate attention to technology. The category includes "motion picture and other audiovisual works" and "sound recordings." An inclusive definition of "intellectual property" covers "any intellectually created tangible thing or matter including . . . video and audio tapes and cassettes . . . computer programs. . . programmed instruction materials . . ." among other items. The contract section entitled "Presumption of Ownership" is a skillfully drafted clause much more favorable to the individual rights of the

bargaining unit member who creates the "property" than comparable coverage in the majority of higher education agreements. Many contracts are tilted in favor of the employer, granting the institution property rights unless specifically restricted. The Belleville clause has a different departure point.

- 1. Section 17.3 Presumption of Ownership. It shall be presumed that intellectual property created, made or originated by an employee covered by this Agreement shall be the sole and exclusive property of such employee for perpetuity or so long as the federal law allows, except as that employee may choose individually to contract away such property in full or in part, and further, except as an employer may expect an employe to create syllabi, assignments, and tests for students limited to classes taught in the employee's department or program, in which the case the college shall have the right to expect the employee to use such materials in his or her aforesaid classroom. The college is the presumed owner of intellectual property only when the college enters into an agreement with the employee to specifically create such specified intellectual property in exchange for compensation and this agreement specifically outlines the development obligations and the college's exclusive ownership. (Belleville Area College Employees Union).
- **2.** The **University Teachers Union/AFT contract with the University of Montana** now includes "computer programs" in its list of copyrightable works that the University owns when "a faculty member is assigned work or responsibilities for the specific purpose" of creating such works. If not specifically assigned to develop a work (and it is not controlled by an agreement with an identified sponsor, such as the university), a faculty member will have "sole right or ownership."
- **3.** The **University Education Association/NEA contract with the University of Minnesota/Duluth** defines a broad range of "education materials" assigned to the employer's ownership and eventual disposition. Here are sections of the six-page clause.
 - 1500.110 Educational materials are Employer-sponsored:
 - (a) If the author or producer has employed in h/her developmental work, and without personal charge to h/her, the equipment, materials, or staff services of Employer's Radio and Television Department, Audio-Visual Education Service, Center for Programmed Learning, Bureau of Institutional Research, Center for Curriculum Studies, or any other new agency, or combination of old agencies, established or supported by the Employer to assist in developing and producing educational materials (this does not included limited consultation with the staff of such an agency); or (b) If the author or producer has been commissioned in writing by the Employer, or one of its colleges, schools, departments, or agencies to develop the materials and, in their production, has used some part of the time for which s/he received compensation from Employer-support budgets, grants and contract budgets administered by the Employer or budgets based on special legislative appropriations.

1500.200 Applicability

1500.210 General. The types of educational materials to which Section 1500.000 applies include, but are not limited to: (a) Video and audio recordings;(b) Live video or audio broadcasts;(c) Study guides, syllabi, bibliographies, and texts;(d) Computer programs; (e) Films, film strips, charts, transparencies, and other visual aids; (f) Programmed instructional materials; and (g) Computer assisted instruction courseware.

4. The **United Faculty of Florida agreement with the State University System of Florida** has detailed coverage of "instructional technology" and intellectual property.

Instructional Technology.

- (a) The parties recognize the increasing use of new technology, such as videotapes and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the university and the employee.
- (b) "Instructional technology material' includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional coursework, programmed instructional materials, three dimension materials and exhibits, and combinations of the above materials, which were prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction. (c) The University shall not assert any interest in instructional materials created by an employee without the use of appreciable university support, and used solely to assist or enhance the employee's instructional assignment.

If "appreciable university support" is provided to the bargaining unit member, a written agreement must be reached by the employee and the university. The State University System of Florida does not claim ownership of works that are the result of "independent efforts," defined as "ideas" originated by the employee, efforts "not made with the use of university support" and works for which the "university is not held responsible for any opinions expressed. . . ." Note that "appreciable" is not connected with "university support" in this section of the contract.

5. The contract negotiated by the Black Hawk College Teachers Union/AFT with the administration of Black Hawk College in Moline, Illinois, strikes a more equitable balance between the individual faculty member and the employer than many agreements, but includes a broad array of materials subject to copyright determination. The institution makes no claim of ownership where it provides "no support" and is not involved in the "creation of a product." It makes no ownership claim but "reserves limited rights of control of the copyright where the College provides only minimal support and involvement and no released time. . . ."

The college does claim ownership of works "created with substantial College involvement" and requires a "written agreement." The list of materials subject to copyright and thus ownership claims is extensive: "books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, etc.; lectures, musical or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes; live video and audio broadcasts; programmed instruction materials; computer programs; drawings, paintings, sculptures, photographs and other works of art; other materials." One would hope that unexpressed, thus privately held, ideas would not be classified under "other materials."

IV. THE COMMITTEE METHOD

The Community College of Allegheny County Federation of Teachers.

The contract article entitled "Instructional Technology" opens with a straightforward statement guaranteeing bargaining unit positions. "For the terms of this Agreement, no Employee shall be displaced because of Instructional Technology." The second statement begins the description of the committee process:

• B. Three (3) weeks after the beginning of each Fall term, the College President shall convene a collegewide committee to make recommendations for the adequate development and utilization of instructional technology, inservice training sessions required, and to make recommendations as to the application of such technology to the learning process.

The committee is composed of the President or "designee" and the "Federation President or designee." They are joined by the Executive Dean of each campus and "one Federation Vice President or designee from Allegheny, Boyce, South, and North Campus" for a total of ten members. Recommendations from the committee are sent to the College President with a copy to the Federation President. Within twenty-five days, the President either implements the recommendation, informing the committee's chair and the Federation in writing, or sends the recommendation to the Board of Trustees "for its action," also informing the chair and Federation in writing of any recommendations he might have made. The President also has the option of simply returning the recommendation to the collegewide committee with "written comments and recommended revisions." That option is available only once: "beyond that point, (the President) must either accept or reject the proposal made by the committee, or reject the recommendation and return it to the committee providing the chairperson and the Federation with reasons in writing." If the committee finds the President's rejection or "recommended revisions" unacceptable, it has the right to forward its recommendation to the Board of Trustees for "review." The Board's action is final, in other words, not grievable.

V. INFORMATION TECHNOLOGY AND THE WORK ENVIRONMENT

AFT College Staff Guild, Los Angeles.

The AFT College Staff Guild, representing over 1,000 classified or support staff in the Los Angeles Community College District, has negotiated a comprehensive, model contract article on technology and its members' working environment. The provision requires conformity with "State and Federal law and guidelines governing the use of video display terminals. . ." and establishes a Technological Environment Committee "to develop guidelines for the safe, healthful, and efficient use and operation of new technology and any effects on the Clerical/Technical Unit."

The section on "Video Display Terminals" occupies six pages; negotiators should review all of them. AFT members who would like to receive a copy of the entire contract article may contact the Higher Education Department. For information regarding contract administration, implementation, etc., they should contact Sandra Lepore, Executive Director of the College Staff Guild, at (213) 851-1521. In the interests of a more general audience, the following provisions are selected for emphasis:

- Compliance: The Los Angeles Community College District and the American Federation of Teachers College Staff Guild are committed to the use, purchase, and maintenance of micro-electronic technology and, specifically, video display terminals (VDTs), in a manner which is safe, which complies with all applicable laws, OSHA regulations, and guidelines, and which conforms to current "state of the art" ergonomic standards.
- Technological Environment Committee: A committee, composed of equal numbers of members appointed by the union and the district, shall meet to develop proposals for guidelines in addition to those contained in the Article for the purchase and use of new VDTs and associated equipment according to current ergonomic factors. Employees who are operators of such equipment shall participate in committee meetings. With the agreement of both parties, but no more frequently than once per fiscal year, this Article may be reopened to reconsider the incorporation of the committee's findings.
- The AFT and the committee shall have access to all requisitions and purchase orders for VDTs and associated equipment.
- Work Breaks: Every employee actively working at a VDT terminal shall be required to take a fifteen (15) minute work break every hour away from the terminal to accomplish other work. Such break shall be in addition to regularly scheduled rest breaks. Employees shall not be required to operate VDT equipment fifteen (15) minutes before the end of his/her shift.
- Section 4 of the article contains specific "ergonomic guidelines" with regard to lighting, glare, keyboard and screen: ("The minimum dot matrix composition for

screen characters shall be 5 X 7 pixels."); printer: ("excessive printer noise (defined as an average of 65 db or above measured over an eight hour shift) . . .shall be reduced by a combination of distance and/or noise reducing techniques. . . ."); chair and desk; and maintenance and monitoring. The contract assigns members of the bargaining unit who meet the definition of a "VDT operator" -- "an employee who works twenty (20) hours per work or more at a VDT terminal on tasks including, but not limited to, inputting data or programming computers" -- the right of "first priority" for upgraded equipment over other employees who are simply VDT "users."

- New operators must have their eyes examined within two months after beginning work within the classification and annually thereafter.
- Pregnant employees have the choice of being removed from VDT duties.
 7.a. At their request, pregnant employees shall be reassigned from duties involving VDTS, shall be moved from the vicinity of VDTs, or shall remain in their positions and shall be relieved of their VDT duties, for the term of the pregnancy. At the conclusion of the pregnancy, the employee shall have the right to return to the position from which she was last reassigned. The contract section on "New Technology and Job Security" requires that no layoffs or demotions shall occur "as a consequence of the introduction of microelectronic technology" nor will "new or changing technology" diminish the bargaining unit's work.

For additional information on contractual issues related to technology, contact:

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COOK COUNTY COLLEGES TEACHERS UNION

APPENDIX B.3. COMPENSATION FOR TV COLLEGE, STUDIO TEACHING, AND SUPPORTING TV INSTRUCTION

A. Studio Teaching

Any faculty member selected to teach a course on television shall receive compensation as follows:

- 1. For preparation prior to studio presentation. The faculty member shall be assigned a full summer term at his prevailing salary rate for initial course preparation. In addition, a faculty member scheduled to present a course live during a fall semester shall be given three class contact hours of teaching credit during the preceding spring semester for course preparation.
- 2. For initial studio presentation. The faculty member presenting a three credit hour course telecast live shall be relieved of all teaching duties other than his studio duties and shall receive a full semester's compensation at his prevailing salary rate. In addition, he shall be given an overtime assignment of three (3) contact hours at the rate established for his salary lane and step for coordinating course activities. Instead of an overtime assignment, however, the teacher may elect a nine contact hour teaching program during the semester he returns to the College of his assignment, in accordance with the variable teaching load provisions in Article VIII.B.1. above. This assignment is awarded in recognition of the fact that open-circuit television teaching imposes conditions of employment beyond those imposed on the classroom teacher.

In the event a faculty member pre-records the initial studio presentation of a course for telecast in a subsequent academic semester or term, he shall be relieved of all regular teaching duties and shall receive a full semester's compensation at his prevailing salary rate during the semester or term in which the pre-recording takes place.

B. Re-telecast of Recorded Telecourses.

To protect the scholarly and professional standing of the TV teacher, TV College shall not reschedule a recorded telecourse, or release a recorded telecourse for outside use, without obtaining the faculty member's consent to said re-telecast or release of his course, nor without compensating him to review and edit the recorded series for the purpose of maintaining and improving instructional and production quality.

1. Initial review. A faculty member consenting to reuse of his recorded telecourse shall be given a full summer term assignment at his prevailing salary rate for initial review of his series. This review shall include whatever editing and taped remakes of specific lessons are deemed advisable by the faculty member and economically feasible by the Dean of TV College.

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- 2. Further review. Prior to any subsequent reuse by TV College, the faculty member shall be given one-half of a summer term assignment at his prevailing salary rate for further editing and review.
- 3. Release for outside use. Since it is now a practice for American colleges to exchange recorded instructional materials, the Dean of TV College may request a faculty member to permit release of his recorded telecourse to bona fide college-level institutions beyond the jurisdiction of the City Colleges of Chicago, such release to be effective for a period of not to exceed three (3) academic years. Further should any recorded telecourse find ten uses by outside institutions, within a three-year period, the faculty member involved will be given an additional one-half summer assignment for continued review and editing.

C. Compensation for Supporting TV Instruction.

Supporting instruction in TV courses may be supplied by the TV teacher himself, as well as by other faculty members. The television teacher shall, whenever a course is broadcast in videotape recording, be given three (3) contact hours of teaching credit for the purpose of coordinating course activities.

1. Compensation for other supporting instructional services, e.g., conducting scheduled on-campus class sessions, grading papers, etc., shall be given either to the TV teacher and/or other faculty members in accordance with the procedures customary in TV College. Faculty members who provide supporting instruction in courses having as an objective the imparting of skills, e.g., foreign language, speech, secretarial, and English composition or writing skills courses, shall be assigned groups of television students (1) whom they meet in scheduled on-campus class sessions, or (2) whose series of written assignments they grade and return. Each group will be divided into two classes and the size of each class shall be in conformity with evening class size standards as specified in Article VIII.A.1. with the following additional provisions:

Each such group of students, divided into classes and scheduled for oncampus sessions, will be scheduled for two sessions meeting consecutively on the same day, each for 100 minutes. However, not more than eight such meetings of each of the two classes in a group shall be scheduled during an academic term, for a total of not more than sixteen (16) one hundred-minute class sessions. When classes are scheduled for the maximum number of meetings, the faculty member shall receive one additional contact hour of credit. Speech classes will conform to the above except that each of the two classes making up a group of speech students shall not exceed twenty (20) students in number. A group shall be considered for compensation purposes and the faculty member's class TV load as equivalent to a three contact hour class. The size of laboratory science classes will be in conformity with standards for such classes as specified in Article VIII.A.1. above. For purposes of teacher compensation, eight four-hour laboratory sessions over a semester will be considered the equivalent of one on-campus laboratory class.

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- 2. Supporting instruction in TV courses not requiring student attendance at scheduled on-campus class sessions, or not requiring the submission by the students enrolled in such classes of written work at regular intervals to be graded and returned, shall be compensated for in accordance with the amount of direct supporting instruction involved by agreement between the TV College Dean or his delegate and the teacher concerned.
- 3. A faculty member associated with the TV teacher in the actual preparation and/or presentation of television lessons for live broadcasting, and who is also responsible for replacing the TV teacher should the latter be unable to appear at the studio and present the assigned lesson, shall be designated the "alternate" TV teacher and shall be awarded at least three (3) class contact hours teaching credit during each semester of his involvement. In the event the alternate TV teacher is called upon to replace the TV teacher in the course of the series for more than six (6) TV sessions, he shall be compensated at his prevailing salary rate, on the basis of one-thirtieth of his semester salary for each such lesson.

D. General.

Emeritus faculty members, former faculty members, and faculty members on sabbatical or other approved leave, whenever available for assignment to TV College for supporting instructional activities, shall be entitled to compensation for reuses of recorded telecourses in accordance with the policies stated above. Should any such faculty member consent to the reuse of his recorded telecourse but not be able or willing to accept an assignment to TV College for supporting instructional activities, another qualified faculty member shall be assigned such duties and shall be compensated in accordance with C. above. In such a case, the faculty member who originally made the recorded telecourse shall receive an honorarium of three hundred dollars.

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